

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No.  36		3. Effective Date  2002FEB01		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP LESLIE LEWIS (586)753-2072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LEWISL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000  SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AF NET INCREASE: \$185,198.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/>		A. This Change Order is Issued Pursuant To: FAR 52.243-1 The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SUSAN BUDRYS BUDRYS@TACOM.ARMY.MIL (586)753-2054			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2002FEB01	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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SECTION A - SUPPLEMENTAL INFORMATION

Family of Interim Armored Vehicles - Engineering Manufacturing Development (EMD)

1. This modification 36 to Delivery Order 0001 of Requirements Contract DAAE07-00-D-M051 is a bilateral modification.
2. Pursuant to Clause I.73 of the Requirements Contract entitled "Changes - Fixed Price", FAR 52.243-1, (AUG 1987), this modification adds the requirement for one (1) Infantry Carrier Vehicle (ICV) Ballistic Hull Structure which includes the following items: the basic ICV hull structure including the front bumper, spall liners, 14.5 armor modules, grilles, hatches, access covers, rear ramp with door, external fuel tanks, driver's periscopes, commander's periscopes and lifting eyes. The vehicle's rear ramp will be welded shut.
3. The period of performance for this effort shall begin the date this Modification 36 is signed. The estimated date of completion is 20 April 2002.
4. The ICV Ballistic Hull Structure and items listed above shall be delivered to the following address:
 

Transportation Officer  
 Building 507  
 Aberdeen Proving Ground, Maryland 21005-5059  
  
 ATTN: ATC  
 W81C5M  
 (John Hersey, 410-278-2461)  
 IAV HD1
5. The following clauses apply to this Modification 36 under Delivery Order 0001:
 

a. FAR 52.216-24 Limitation of Government Liability  
 b. FAR 52.216-26 Payments of Allowable Costs Before Definitization  
 c. FAR 252.217-7027 Contract Definitization
6. The definitized contract is planned to be Firm-Fixed Price with the following definitization schedule:
 

Projected Award Date of UCA/Letter Contract	31 Jan 2002
Projected Date to Begin Alpha Effort	15 Apr 2002
Projected Completion Date of Alpha Negotiation	28 Jun 2002
Projected Date of Contract Definitization	30 Jul 2002
7. The contractor agrees to accomplish the effort described above at a Not-To-Exceed Ceiling Price of \$370,396.00.
8. The limitation of Government Liability amount is \$185,198.00.
9. The total dollars funded for this action are \$185,198.00.
10. The total amount obligated for Delivery Order 0001 is increased by \$185,198.00.
11. Except as specifically stated above, all other terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000AX	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: BALLISTIC HULL (BH&amp;T) SECURITY CLASS: Unclassified PRON: X112C032X1      PRON AMD: 02      ACRN: AF AMS CD: 643653C0300</p> <p>Price also includes the following items:</p> <p>Basic ICV Hull Structure including front bumper Spall Liners, 14.5mm Armor Modules, Grilles, Hatches, Access Doors, Rear Ramp with Door, External Fuel Tanks, Driver's Periscopes, Commander's Periscopes, and Lifting Eyes. The vehicle's rear ramp will be welded shut.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001   W909532029H005   W81C5M    M                          2        <u>PROJ CD</u>        <u>BRK BLK PT</u>        HD1 <u>DEL REL CD</u>        <u>QUANTITY</u>            <u>DEL DATE</u> 001                      1                      20-APR-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M)    PR USA ABERDEEN TEST CTR               BLDG 358 COLLERAN ROAD               ABERDEEN PROV GND      MD 21005-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0001</p>	1	EA	\$ <u>UNDEFINITIZED</u>	\$ <u>185,198.00</u>

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/			INCREASE/DECREASE	CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>AMOUNT</u>	<u>AMOUNT</u>
6000AX	X112C032X1	AF	1	\$	0.00 \$	185,198.00 \$
	643653C0300		1GXC32			185,198.00
NET CHANGE					\$ 185,198.00	

SERVICE	NET CHANGE		ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	AF	21 12040000015R5R07P64365331E9 S20113	W56HZV	\$ 185,198.00
NET CHANGE				\$ 185,198.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	160,962,851.50	\$	185,198.00	\$	161,148,049.50

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED 52.216-24		LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this modification, the Contractor is not authorized to make expenditures or incur obligations exceeding \$ 185,198.00 dollars.			
(b) The maximum amount for which the Government shall be liable if this modification is terminated is \$ 185,198.00 dollars.			
(End of clause)			

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SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
(a) A Firm Fixed Price and Cost Plus Award Fee contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm proposal and cost or pricing data supporting its proposal.		
(b) The schedule for definitizing this contract action is as follows:		
	Target Date for Definitization:	30 Jul 2002
	Submission of Proposal:	01 Apr 2002
	Beginning of Negotiations:	15 Apr 2002
	Submission of Make-or-Buy:	N/A
	Submission of Subcontracting Plan:	N/A
	Submission of Cost and Pricing Data:	N/A
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.		
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-		
(I) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);		
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and		
(iii) Any other clauses, terms, and conditions mutually agreed upon.		
(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.		
(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed \$ 370,396.00.		
(End of clause)		

I-2 CHANGED 52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
(a) <u>Reimbursement rate</u> . Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:		
(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; <u>provided</u> , that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.		
(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; <u>provided</u> , that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.		
(3) Eighty-five percent of all other approved costs.		
(b) <u>Limitation of reimbursement</u> . To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the		

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Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)